

**United States District Court
Western District Of Washington
At Seattle**

Kevin Stover,

Plaintiff,

V.

Cavalry Portfolio Services LLC and Experian Information Solutions, Inc.,

Defendants.

Cause No:

Complaint

Jury Demand

Jurisdiction

1 The jurisdiction of this Court attains pursuant to the FCRA, 15 U.S.C. Section 1681(p),
FDCPA, 15 U.S.C. Section 1692i and the doctrine of pendent jurisdiction. Venue lies in the
Western District of Washington as plaintiff's claims arose from acts of the defendants having
impact therein.

Complaint - 1

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Preliminary Statement

2 Plaintiff brings this action for damages based upon defendant's violations of the Fair Credit
Reporting Act, 15 U.S.C sections 1681 *et seq.* (FCRA), and the Fair Debt Collection Practices
Act, 15 U.S.C. section 1692 *et seq.* (FDCPA) and for pendent state claims brought as
supplemental claims.

3 Plaintiff is a natural person and is a resident of the Chelan County, Washington. Plaintiff is "consumer" as defined by the FCRA and FDCPA. Entry of erroneous information on his credit report had impact on plaintiff in Washington.

4 Cavalry Portfolio Services LLC (“Cavalry”) is a “debt collector” as defined by the FDCPA and is a furnisher of information as contemplated by FCRA section 1681s-2(a) & (b) that regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer. Cavalry regularly conducts business in Western District of Washington.

5 Experian Information Solutions, Inc., ("Experian"), is a foreign corporation licensed to do business in the State of Washington. Experian regularly conducts business in Western District of Washington.

6 Experian is a consumer reporting agency, as defined in section 1681(f) of the FCRA,
regularly engaged in the business of assembling, evaluating, and dispersing information
concerning consumers for the purpose of furnishing consumer reports, as defined in section
1681a(d) of the FCRA, to third parties.

Factual Allegations

1
2 7 Plaintiff had a purchase money account with Ford Motor Credit for a vehicle for personal
3 use. The last payment made on the account was in 2001.

4 8 The original account with Ford was removed from plaintiff's credit reports in or about 2008
5 as the 7 year limit passed. The respective collection reportings were also removed from 2 of the 3
6 credit reports.
7

8 9 Upon information and belief, Cavalry reported to Experian in a format known as "Metro 2".

9 10 The specific formatting for Metro 2 is covered in the Credit Reporting Resources Guide
10 published by the Credit Data Industry Association.
11

12 11 Field 25 under the Metro 2 format is referred to as the "FCRA Compliance/Date of First
13 Delinquency."

14 12 Upon information and belief, Cavalry was reporting Field 25 correctly until close to the time
15 the alleged debt would be removed from the reporting through an automated procedure used in
16 the database's of credit reporting bureaus to comply with the obsolesce period under 15 USC
17 section 1681c.
18

19 13 About the time the debt would automatically be removed, Cavalry changed the reporting of
20 Field 25 to make it appear the debt was last delinquent more recently than it actually was.
21

22 14 Cavalry's action in doing this was intentional and done with malice.

23 15 Upon information and belief Cavalry failed to report the account as disputed to credit
24 reporting bureaus.
25

26 16 After plaintiff found Cavalry had altered the reporting of Field 25, he disputed with
27 Experiain.
28

17 Upon information and belief Experian communicated with Cavalry regarding plaintiff's
dispute.

18 In or about April 2009 Experian returned the results of investigation showing that the account had been verified and updated and is scheduled to continue on record until December 2012.

19 At all relevant times, Cavalry intentionally reported erroneous dates for the “FCRA Compliance/Date of First Delinquency” in order to falsely allow the account to report long after its true date of first delinquency. The purpose of this deception was to make the false information continue to appear on plaintiff’s consumer report(s).

20 Section 1681c of the FCRA bars a consumer reporting agency from reporting on a consumer's report all accounts placed for collection or charged to profit and loss that antedate the report by more than seven years or any adverse item of information which antedates the report by more than seven years.

21 The false publishing of these accounts has negatively affected plaintiff's credit reputation.

22 As a result of the false derogatory information reported by defendant, plaintiff sustained actual damages and injury including damage his credit report, abstention from applying for credit, emotional distress and other actual damages.

23 Cavalry has engaged in an unfair collection against plaintiff.

Statement Of Claims Against Cavalry

24 Cavalry willfully and/or maliciously acted and failed to act as follows:

- a. Willfully and/or negligently violated the provisions of the FCRA by willfully and/or negligently failing to comport with FCRA section 1681s-2(b);

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- 1 b. In the entire course of its actions Cavalry defamed plaintiff by storing and
- 2 distributing false information with disregard for its truth or falsity;
- 3 c. Defamed plaintiff by storing and distributing false information with disregard for its
- 4 truth or falsity;
- 5 d. Committed unfair, deceptive and harassing acts and omissions against plaintiff in
- 6 violation of the FDCPA;
- 7 e. Invading the privacy of plaintiff;
- 8 f. Failed in its duty to prevent foreseeable injury to plaintiff.

10 **Statement Of Claims Against Experian**

11 25 In the entire course of its action, Experian willfully and/or negligently violated the
12 provisions of the FCRA in the following respects: :

- 13 a. Willfully and/or negligently failing, in the preparation of the consumer reports
14 concerning plaintiff, to follow reasonable procedures to assure maximum possible
15 accuracy of the information in the reports;
- 16 b. Willfully and/or negligently failing to comport with FCRA section 1681i;
- 17 c. Defaming plaintiff by publishing to third parties false information regarding his
18 creditworthiness;
- 19 d. Invading the privacy of plaintiff;
- 20 e. Failing in its duty to prevent foreseeable injury to plaintiff.

22 **Prayer For Relief**

23 THEREFORE, plaintiff prays that the Court grant the following relief as against defendants:

- 24 1. actual damages;
- 25 2. statutory damages;

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- 1 3. punitive damages;
2 4. attorney's fees; and
3 5. costs.

4 DATED this 22nd day of April, 2009

5 Respectfully submitted,
6

7 
8

9 Christopher E. Green
10 Attorney for Plaintiff